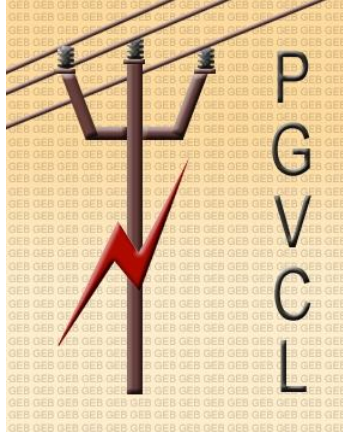


PASCHIM GUJARAT VIJ CO. LTD

REGD CORPORATE OFFICE, NANA MAVA MAIN ROAD, LAXMINAGAR, RAJKOT-360004



TENDER DOCUMENT

**For Appointment
of Agency for operation of
The Centralized Customer Care Centre of PGVCL, at Rajkot
Under Part-A of R-APDRP Scheme**

**TENDER DOCUMENT
No.PGVCL/PROJECT/R-APDRP/CCC-A/62**

TENDER NO. PGVCL/PROJECT/R-APDRP/CCC-A/62

Subject: Appointment of Agency for operation of The Centralized Customer Care Centre of PGVCL, at Rajkot under Part-A of R-APDRP scheme.

Chief Engineer (Project) invites "On line Tenders" for **Appointment of Agency for operation of The Centralized Customer Care Centre of PGVCL, at Rajkot under Part-A of R-APDRP scheme.** Tender Papers & Specifications may be down loaded from Web site <https://pgvcl.nprocure.com> (For view, down load and on line submission) and PGVCL web site www.pgvcl.com (For view & down load only). Tender fee may be paid along with submission of tender in EMD cover, for respective tender. All the relevant documents of tenders to be submitted physically will be received only by registered Post A.D. or Speed Post addressed to The Chief Engineer (Project), PASCHIM GUJARAT VIJ COMPANY LTD., Regd. & Corporate Office, Nana Mava Main Road, Laxminagar, Rajkot – 360004. "NO COURIER SERVICE OR HAND DELIVERY" will be allowed. **Price bids to be submitted ON LINE only.**

| Sr. No. | Description | |
|---------|--|-----------------------------------|
| 1 | Tender No.: | No.PGVCL/PROJECT/R-APDRP/CCC-A/62 |
| 2 | Appointment of Agency for operation of The Centralized Customer Care Centre of PGVCL, at Rajkot under Part-A of R-APDRP scheme. | |
| 3 | Tender Fee in Rs. (non refundable) | ₹. 8850/- |
| 4 | Earnest Money Deposit amount in Rs. | ₹. 1,29,955/- |
| 5 | On line (e-tendering) tender / offer submission last date up to 18:00 hours only (This is mandatory) | 14-11-2017 |
| 6 | Physical submission of all the relevant Documents, last date up to 18:00 hours. By RPAD or SPEED POST only | 16-11-2017 |
| 7 | Date of opening of Tender fee, EMD cover physical as well as on – line opening at 11.00 Hours if possible. | 17-11-2017 |
| 8 | Date of Opening of Technical Bid physical as well as online at 11.00 Hours (if possible) | 20-11-2017 |
| 9 | Date of on – line opening of Price bid, (if possible), at 11.00 Hours | 22-11-2017 |

Signature of Bidder

Company's Round Seal

Date

Place

IMPORTANT:

(1). All the relevant documents as per requirement of the Tender also to be submitted physically along with the Tender Fee, EMD cover in sealed cover on or before due date and time. All such documents should be strictly submitted by RPAD/speed post along with e-Tendering only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.

(2). Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

(3) The Price Bid is to be submitted ON LINE only where as Technical Bid is to be submitted in both the forms i.e. On Line as well as Physical.

Note:- Bidders are requested to submit price – bid (Schedule – B) on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the Chief Engineer (Project), PASHCHIM GUJARAT VIJ COMPANY LTD., LAXMI NAGAR, NANA MAVA MAIN ROAD, RAJKOT-360004.

PGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

Chief Engineer (Project)

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 3 of 80

INDEX

| Sr. No. | Section | Description | Page No. |
|---------|--------------|--------------------------------|----------|
| 1 | Section-I | Instruction to Bidders | 15 |
| 2 | Section-II | Qualifying Requirements | 20 |
| 3 | Section-III | Scope of Work | 21 |
| 4 | Section-IV | Bid Evaluation Methodology | 28 |
| 5 | Section-V | General Conditions of Contract | 29 |
| 6 | Section-VI | Special Conditions of Contract | 52 |
| 7 | Section-VII | Legal Terms and Conditions | 55 |
| 8 | Section-VIII | Contract Forms | 65 |
| 9 | Section –IX | Bidder Response Forms | 66 |

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 4 of 80

TENDER SPECIFICATION NO.: PGVCL/PROJECT/R-APDRP/CCC-A/62

SUB: - Appointment of Agency for operation of The Centralized Customer Care Centre of PGVCL, at Rajkot under Part-A of R-APDRP scheme.

In connection with the above subject, I / We confirm the following:

- 1 I/We the undersigned have read and examined the Tender Document NO. PGVCL/PROJECT/ R-APDRP/CCC-A/62 for Appointment of Agency for operation of The Centralized Customer Care Centre of PGVCL, at Rajkot under Part-A of R-APDRP scheme..**
- 2 I/We declare that our offer is strictly in line with Tender Specification and there is no deviation. Further, I/We also agree that additional conditions/deviations, if any, found in bid, the offer shall be out rightly rejected without assigning any reason thereof.**
- 3 I/We hereby submit our bid and undertake to keep our bid valid for a period of 120 days from the date of opening of bid. I/We hereby further undertake that during the said period I/We shall not vary/alter or revoke my/ our bid.**

This undertaking is in consideration of PGVCL agreeing to open my bid and consider and evaluate the same for the purposes of award of work.
Should this bid be accepted, I/We also agree to abide by and fulfill all the terms, conditions and provisions of the above mentioned bid documents.

| | |
|------------------------|---|
| | Signature along with Seal of Co. |
| | _____ |
| | (Duly authorized to sign the Tender On behalf of the Company) |
| | Name:_____ |
| | Designation: _____ |
| | Name of Co. _____ |
| Witness: | |
| Signature _____ | |
| Date _____ | Date & Postal Address |
| Name & Address_____ | Telephone No._____ |
| _____ | Email Address: |
| E Mail Address: | |

Signature of Bidder

Company's Round Seal

Date

Place

PASCHIM GUJARAT VIJ COMPANY LTD.

SPECIAL INSTRUCTION TO THE BIDDER

- 1 Tender fee is Non refundable.
- 2 The Bidders shall have to submit the Tender duly filled in without any additions / alterations, **by R.P.AD. or Speed Post along with on line submission only.**

The Bidders are forbidden from furnishing their own printed / typed commercial and other terms and conditions.

- 3 The Bidders shall specifically note that the Tenders are invited on ITEM RATE basis only. However tender evaluation will be done on Total Tender Amount with Goods and service tax.

- 4 The Bidders shall specifically note that the quantities mentioned in the Tender are likely to vary as per the actual requirement / work involved. As such, the successful Bidders shall have to execute the work at the same rates of the order for the changed / increased quantities, if any, without any extra compensation whatsoever.

- 5 The Bidders shall have to submit complete bounded sets of their offer.

- 6 The Bidders will ensure submission of the Tenders duly filled in before the due date and time, by R.P.A.D. or Speed Post along with e-Tender only. Offer by Hand Delivery or By Courier will not be accepted.

7 IF BIDDER HAVE PAID TENDER FEE BEFORE OPENING OF THE TENDER. THE COPY OF MONEY RECEIPT SHOULD BE ENCLOSED IN THE EMD COVER AS FIRST PAGE AND THEN DOCUMENT FOR EMD TO BE ENCLOSED.

- 8 Bidders are not allowed to transfer their offer to other firm who have not purchased the tender document nor to the firms who have purchased the tender document.

Signature of Bidder

Company's Round Seal

Date

Place

- 9 The manpower to be supplied for the work covered under this tender must be as per the detailed specifications given in the attached annexure.
- 10 It should be clearly understood that the PGVCL will not reimburse any cost incurred by you for the preparation of offer, site visit, collection of information, or, if you are selected, for contract, meeting or negotiations.
- 11 Bidders should observe a high standard of ethics during the selection process and in the execution of this contract.

SIGNATURE AND SEAL OF BIDDER

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 7 of 80

DETAILS REQUIRED TO BE FURNISHED BY THE BIDDERS

| SR NO | PARTICULAR | |
|--------------|--|----------|
| 1 | Whether the Bid is submitted on Item Rate basis as called for. | YES / NO |
| 2 | Whether the Price Bid is submitted <u>ON LINE</u> only. | YES / NO |
| 3 | Whether all pages of Tender Specifications / offer are sealed and signed by the Bidders. | YES / NO |
| 4-a | Whether Tender fee paid in DD only. | YES / NO |
| 4-b | Whether EMD paid in DD only. | YES / NO |
| 5 | Whether following documents of are submitted | YES / NO |
| 5-a | Human Resources details (CVs) | YES / NO |
| 5-b | Details of orders executed | YES / NO |
| 5-c | Financial capability (Turnover, Networth) | YES / NO |
| 5-d | Last three years audited annual account by C.A. | YES / NO |
| 5-e | Provided P.F. Registration document, PAN No. & GST No. | YES / NO |
| 6-a | Does your company have a website? Yes / No | YES/NO |
| 6-b | If yes provide website name | |

Signature of Bidder

Company's Round Seal

Date

Place

DEFINITIONS AND ABBREVIATIONS

The following words and expressions shall have the meanings hereby assigned to them:

- a) "**Applicable Law**" means the laws and any other instruments having the force of law in the Government's country, as they may be issued and in force from time to time;
- b) "**Bank**" or "**Banks**", refers to all nationalised and scheduled Indian Banks as per GOG current list
- c) "**Contract**" means the Agreement entered into between the Purchaser and the CCC Agency (Supplier), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- d) "**Contract Documents**" shall mean the following documents listed, including any amendments thereto be read and construed as part of this Agreement, viz.:
 - i. The Detailed award of contract;
 - ii. The Special Conditions of Contract;
 - iii. The General Conditions of Contract;
 - iv. The Schedule of Supply;
 - v. The Instructions to bidders;
 - vi. The Purchaser's Notification to the Supplier for Award Of Contract;
 - vii. Vendor's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - viii. Section VIII - Contract Forms;
 - ix. Acceptance of purchaser's notification
- e) "**Contract Price**" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- f) "**Day**" means calendar day.
- g) "**Delivery**" means the transfer of the Goods and/or Services from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- h) "**Completion**" shall mean the completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

Signature of Bidder

Company's Round Seal

Date

Place

- i) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause 8 of GCC;
- j) **"GCC"** mean the General Conditions of Contract.
- k) **"Goods"** means all hardware, software, networking Equipment and/or other equipment accessories and Materials that the Supplier is required to supply to the Purchaser under the Contract.
- l) **"Government"** means the Government of India unless the context implies the Government of Gujarat.
- m) **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights
- n) **"Party"** means the Utility or the CCC Agency, as the case may be;
- o) **"Personnel"** means persons hired by the CCC Agency as employees and assigned to the performance of the Services or any part thereof; "Foreign Personnel" means such persons who at the time of being so hired had their domicile outside the Government's country; and "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Government's country;
- p) **"Project"** means all Activities covered under present contract
- q) **"Purchaser's Country"** shall mean India.
- r) **"Purchaser"** means the entities purchasing the Goods and/or Services, as specified in the SCC. It has been used to mean Owner or Utility in this document.
- s) **"Related Services"** means the services to be provided as per the requirements / conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.
- t) **"Starting Date"** means the date referred to in Clause 8 of GCC;
- u) **"SCC"** means the Special Conditions of Contract.
- v) **"Services"** means the work to be performed by the CCC Agency pursuant to this Contract for the purposes of the Project, as described in the Scope of Work hereto;

- w) **"SLA"** is Service Level Agreement and is a part of a service contract where the level of service is formally defined and refers to the contracted delivery time or performance of the service.
- x) **"Subcontractor"** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the Supplier.
- y) CCC Agency shall not sub-contract any part of its obligation under the present contract.
- z) **"Supplier"** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Utility and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier. Supplier has been used to mean CCC Agency in this document.
- aa) **"The MoP"** is the Ministry of Power, Government of India.
- bb) **"The Site,"** shall mean all identified locations within the State of Gujarat, where the Supplier carries out any installation of Goods or is required to provide any Services.
- cc) **"Third Party"** means any person or entity other than the Government, the Utility, the CCC Agency or any other party as implied by the usage and context
- dd) **"OEM"** means the Original Equipment Manufacturer of any equipment / system / software / product.
- ee) **"Kick Off Meeting"** means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the CCCA.
- ff) **"in writing"** means communicated in written form with proof of receipt
- gg) **"Utility"** means the Utility calling for RFP or, in case of multiple utilities, the lead utility / consortium of utilities calling for RFP as per the usage
- hh) **"Owner"** means the "Utility" calling for RFP
- ii) **"CCC-A"** means the agency appointed to perform services for the Utility under this contract.

BACKGROUND

About R-APDRP

The Ministry of Power, Government of India initiated Power Sector reforms in the 1990s to invite private investments for setting up additional generating capacity to bridge the wide gap between demand and supply. Numerous investors, both Indian and foreign, came forward to set up new generating capacity but little progress could be achieved due to serious inefficiencies and losses in the electricity distribution business in almost all states of the country.

Government of India (GOI) initiated reforms in the distribution sector in 2000. Distribution sector provides the last mile connectivity for power supply and deals with large number of consumers. As a part of distribution reforms, GOI launched APDP (Accelerated Power Development Program) in 2001 which was later rechristened as APDRP (Accelerated Power Development and Reforms Program) during the 10th Five Year Plan.

To continue the support to distribution reforms during the 11th Five Year Plan, GOI has continued R-APDRP (Restructured APDRP) with revised terms and conditions. The R-APDRP primarily aims at reducing Aggregate Technical and Commercial (AT&C) losses in urban areas. It is a necessary condition of the scheme that the utilities would need to demonstrate performance improvement for availing financial benefits provided under the scheme. This would require collection of accurate data and measurement of loss reduction performance. Data integrity and performance measurement pose many challenges for the state power utilities. This problem can be surmounted only by: (i) setting up reliable and “no manual touch” systems for data collection; and (ii) adoption of Information Technology in the areas of energy accounting.

IT based systems and solutions that measure the loss levels reliably will be essential before regular distribution strengthening projects are implemented under the next phase of R-APDRP. Once the benefits of the investments can be measured, the investments would justify themselves.

Projects under the R-APDRP program shall be taken up in Two Parts. Part-A shall include the projects for establishment of baseline data and IT applications for energy accounting/ auditing & IT based consumer service centres. Part-B shall include regular distribution strengthening projects.

Signature of Bidder

Company's Round Seal

Date

Place

About the Utility

About PASCHIM Gujarat Vij Co. Ltd (PGVCL) & Customer Care Centre (CCC)

PASCHIM Gujarat Vij Co. Ltd (hereinafter to be referred to as (PGVCL) is one of the Power Distribution Company of the State of Gujarat. Other three DISCOMs are Madhya Gujarat Vij Co. Ltd (MGVCL), Dakshin Gujarat Vij Co. Ltd (DGVCL), and Uttar Gujarat Vij Co. Ltd (UGVCL).

The DISCOM supplies electricity to all categories of users such as domestic, non domestic, small / medium / large industrial or agricultural consumers. The supply of electricity to each and every citizen in the state is one of the most challenging operations as it involves, on one side forecast the demand of energy accurately and subsequently purchase the same and on other side distribute quality supply to all the consumers spread all across on 24x7x365 basis. Electricity is no more an item of luxury, in fact it is a vehicle of economic development. The power distribution set up has large & complex distribution network infrastructure which carries the energy from the power sub stations (220/132/66/22//11 KV) through the HT and LT lines up to the consumer's premises and in order to operationalize this DISCOM has huge human capital that work round the clock.. Due to various reasons the technical and commercial losses that occur in the supply of electricity affects the financial health of the DISCOM severely.

All the four DISCOMs in Gujarat have already taken various initiatives in order to improve the operational efficiencies and deliver enhanced services to the consumers under its jurisdiction. The DISCOMs are also in the process of implementing various IT Initiatives to enhance operational efficiencies. PGVCL intends to hire the services of CCC Agency to provide call handling and work flow management until the closure of the call services as describe in the scope of the work. It is understood that the bidder has gone through the entire tender document and has complete understanding of the terms and conditions, scope of work etc mentioned here along with their implications.

It is stipulated to extend Customer Care facility to all the customers for resolving the customer complaints regarding billing, collections, new connections, disconnections, metering, power failures, low voltage, change of name, shifting of connection etc. This facility is expected to address customer complaints related to commercial and technical aspects of entire area serviced by PGVCL. PGVCL is implementing IT systems and is in the process of integrating current IT systems to provide a better customer service and monitor SLAs. PGVCL is planning to introduce a single phone number across the PGVCL area and setup a single call centre to handle all the calls.

The call volume may increase as per growth of Consumers and Consumer awareness about this facility. In addition PGVCL would also like the CCC staff to make outgoing calls to consumers, or information about planned outages. Also CCC Agents are intended to notify the complaints to respective field offices of PGVCL through IP phones as well as CUG phones. PGVCL is expecting substantial improvement in

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 13 of 80

transparency while handling the customer complaints at all stages during the call. CCC Staff should also coordinate with PGVCL staff based on call type and work flow defined. CCC staff should have necessary computer system knowledge to access various systems related to the area of complaint in order to avoid repeated recording of the complaints or resolve the queries that may not need to be logged.

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 14 of 80

SECTION-I: INSTRUCTION TO BIDDERS

1. Purpose of the RFP (Request for Proposal)

Appointment of Customer Care Centre Agency for running Customer Care Centre at Rajkot under PGVCL under R-APDRP, XI plan

2. Name of the Utility

Paschim Gujarat Vij Co. Ltd. Registered & Corporate Office, -Off Nana Mava Road , Laxminagar, Rajkot - 360 004

3. Website and consumer portal of the Utility

www.pgvcl.com and <http://pgvcl.in>

4. Address for Submission of Bids

Chief Engineer (Project), Paschim Gujarat Vij Co. Ltd. Registered & Corporate Office, -Off Nana Mava Road, Laxminagar, Rajkot - 360 004

5. Period of Engagement

Till the successful completion of all responsibilities by the CCC Agency as per the engagement contract for the utility or a period of 1 years from the date of Appointment. **It may be extended up to another 1 year with mutual agreement based on the performance review of this project.**

In case there is spill over of work beyond 1 year, utility can continue to avail services of CCC Agency with mutual agreement between them. All the existing commercial terms and conditions will apply for such extended period of engagement.

6. Cancellation of Appointment

The period of appointment is subject to cancellation of appointment due to any of the reasons mentioned hereunder.

- a) If the CCC Agency is found to have submitted false particulars / fake documents for securing empanelment as CCC Agency or for the award of assignment.
- b) The CCC Agency performance on the job will be constantly monitored for quality, commitment to delivery period mentioned in contract with the Utility, adherence to the guidelines, Statutory regulations, Conduct / Discipline etc. while executing jobs.
- c) Any deviations from stated conditions can lead to appropriate deterrent action as deemed fit by Utility.
- d) If the CCC Agency refuses to execute the job at his agreed scope/quoted rates, after the utilities issue the letter of intent (LoI)
- e) Manipulation of rates by cartelization shall be viewed very seriously by the Utility. If such a situation comes to the notice of the Utility and/or there are reasons / circumstances for the Utility to believe so, the concerned CCC Agency will be called in to give justification of proposal/rates quoted by them. If they are not able to give a proper or satisfactory justification of their quoted proposal/rates, their appointment is liable to be cancelled.

Signature of Bidder

Company's Round Seal

Date

Place

- f) Any other reason deemed fit by the Utility for cancellation Such CCC Agency, whose appointment is cancelled due to any of the above reasons, will not be considered for subsequent assignments for a period of three years.

7. Language of RFP

English

8. Number of Copies of RFP

One hardcopy in original and 1 Softcopy in CD should be submitted (it should be either Word or PDF (preferably searchable) file.

9. Tender Fee

Non-refundable Tender fee can be paid in demand draft amounting to ` 8850.00 (Indian Rupees Eight Thousand Eight Hundred and Fifty Only) in favour of "PGVCL" payable at "Rajkot" Tender Copy should be downloaded from our website www.pgvcl.com .

10. Eligible Bidders

A Bidder shall not be PGVCL employee or relative of PGVCL employees. No firm or consortium can submit more than one RFP.

11. Conflict Of Interest

The Utility considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. This may include but not limited to circumstances leading to:-

- a) Conflict between consulting activities and procurement of goods, works or services (other than consulting services as CCC Agency): A firm that has been engaged by the Utility to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- b) Relationship with Utility's staff: CCC Agency ,that have a business or family relationship with a member of the Utility's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the Terms Of Reference of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the PFC(Power Finance Corporation, Nodal Agency for RAPDRP Project) throughout the selection process and the execution of the contract.

Signature of Bidder

Company's Round Seal

Date

Place

Participation by Bidder(s) with a conflict of interest situation will result in the disqualification.

12. Subcontracting

The CCC Agency shall not be permitted to sub-contract any part of its obligations under the Contract with the utilities.

13. Corrigendum

Should the Utility deem it necessary to amend the RFP Document, it shall do so by uploading the corrigendum in the website. At any time prior to the deadline for submission of the RFP, the Utility may amend the RFP Document by issuing corrigenda.

In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Utility may, at its discretion, extend the last date for the receipt of RFPs.

Any corrigendum issued shall be part of the RFP Document and will be put up on PGVCL website www.pgvcl.com

14. Cost of preparation of RFP

The Bidder shall bear all costs associated with the preparation and submission of its RFP and the Utility shall not be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

15. Rights of Use

All rights of use of any process, product, service or facility developed or any other task performed by the CCC Agency during execution of the engagement for the PGVCL, would lie exclusively with the PGVCL and PFC in perpetuity free from all liens, encumbrances and other third party rights and the CCC Agency shall, wherever required, take all steps that may be necessary to ensure the transfer of such ownership in favour of the PGVCL and PFC.

16. Intellectual Property

The Utilities and Ministry of Power, Government of India through Nodal Agency shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of the Contract that will be awarded further by the Utility and or Ministry of Power, Government of India, including but not limited to all templates, reports, designs, records, reports, designs, application configurations, data and written material, products, specifications, drawings, source code and object code and other documents which have been newly created and developed by the CCC Agency solely during the performance of Related Services and for the purposes of inter-alia use or sub-license of such Services under this Contract.

Signature of Bidder

Company's Round Seal

Date

Place

The CCC Agency should undertake to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Utility and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Utility. To the extent that Intellectual Property Rights are unable by law to so vest, the CCC Agency assigns those Intellectual Property Rights to Utility on creation.

The CCC Agency shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / service provided by the CCC Agency, the same shall be acquired in the name of the Utility, and the same may be assigned by the Utility to the CCC Agency solely for the purpose of execution of any of its obligations under the terms of the Contract. However, subsequent to the term of the Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the Utility.

The CCC Agency shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the CCC Agency shall keep the Utility indemnified against all costs, expenses and liabilities howsoever, arising out of any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the CCC Agency or its personnel or personnel of any of its consortium members or sub-contractors during the course of performance of the Related Services. In case of any infringement by the CCC Agency, the CCC Agency shall have sole control of the defense and all related settlement negotiations.

Subject to above sub-clauses on intellectual property, the CCC Agency shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the CCC Agency that existed before the effective date of the contract.

17. Area of Work

The Centralized Customer Care Centre of PGVCL located at Office of the Executive Engineer, Old Power House Compound, City Division 2, Near Kaveri Hotel, Rajkot - 360001 or anywhere within Rajkot as and when decided by PGVCL.

In the case of Disaster Recovery (DR) scenario, the agency shall have to deploy call agents at the DR site specified by PGVCL, anywhere in the state of Gujarat for such duration till the normal CCC becomes functional subsequent to the DR. for above said period, no extra cost shall be paid by PGVCL.

18. Confidentiality

The CCC Agency/Consortium and the personnel of any of them shall not either during the term or within one (1) years or extended upto next 1 year, after the expiration of this contract, disclose any proprietary or confidential information relating to the

Signature of Bidder

Company's Round Seal

Date

Place

Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the owner. Utility will ensure confidentiality of the bids submitted.

19. Earnest Money Deposit (EMD)

The Bidder shall furnish as part of its Technical Proposal, EMD in form of D.D. @ 1% of tender estimated cost in favor of PGVCL payable at Rajkot.

20. Price Offer

The Bidder may provide multiple solutions as part of the technical bid but ONLY ONE financial bid. In case of more than one financial bid, the submission will be considered non responsive. Prices will be firm - and inclusive of all cost but exclusive of all taxes and duties and no change / alternate/conditional price offers shall be allowed.

21. Security Deposit

Successful Bidder should pay Security Deposit within 15 days of the receipt of LOA and it will be returned to the contractor without any interest after the successful completion of work. The Value of Security Deposit would be 10% of the order value. Such Security Deposit will be payable in DD/Bank Guarantee.

22. Bid Validity Period

Bid should be valid for 120 days from the date of opening of tender

23. Acceptable Banks

All bank related documents should be submitted only from all nationalized bank/scheduled bank and HDFC bank, ICICI bank, IDBI bank, Axis bank, refers to all nationalized and Schedule Indian Banks as per GOG.

24. Statutory Variation

Any statutory increase or decrease in the taxes and duties subsequent to supplier's offer if it takes place within the original contractual date will be to PGVCL account subject to the claim being supported by documentary evidence. However if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to PGVCL.

Signature of Bidder

Company's Round Seal

Date

Place

SECTION-III: SCOPE OF WORK

The scope of work shall include technical and commercial information related services for customers for the entire duration of the assignment.

Role of CCC Agency:

- a) Implement the purpose of work for Customer Care services as instructed by PGVCL

Indicative shift manpower is mentioned below but based on the average calls volumes and SLAs the agency is expected to provide required manpower for the complete management of CCC. They will be required to address technical and commercial issues of consumers with PGVCL. For this purpose the CCC shall be manned by appropriately informed staff to address and direct the commercial complaints during the working hours of PGVCL and also record the off hour calls related to all type of complaints. Following is the shift wise tentative manpower including 1 supervisor requirement. Successful bidder has to provide 4 Shift supervisor names are to be handed over to the PGVCL at the start of contract. In the first 2 shifts preferably ladies should be deployed. In the night shift only men should be deployed. Manpower should be deployed in such a way that it may suffice the call volume at any point of time. It is to state that supervisor will be responsible to monitor the performance of other call agents and provide necessary help, support, barge-in and training to them to efficiently run the call centre and also coordinate and report to the PGVCL officials

| Shift | Manpower (including 1 supervisor /shift) |
|------------------------------------|--|
| For the shifts first/ second/third | 10 to 25 |
| General Condition | <p>The CCC Agency should within 24 hours of written notification by PGVCL increase the CCC agents to be deployed to a maximum of 25 per shift.</p> <p>The CCC Agency should within 7 days of written notification by PGVCL decrease the CCC agents from the existing number to be deployed to a minimum of 10 per shift. It is hereby to be noted that at any given time, a minimum of 10 call agents have to be provided in any shift to man the CCC of PGVCL. PGVCL shall provide express written notice for reducing the number of agents below 10 agents.</p> <p>PGVCL requirement of increase in cap of 30 agents in any shift shall be after prior approval from Competent Authority of PGVCL</p> <p>The minimum and maximum CCC agents to be deployed per shift will be reviewed by PGVCL time to time of running of CCC and necessary amendments to that effect</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | in the manpower requirement will be made in the purchase order of the CCC Agency. |
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- b) Handhold the utility in providing necessary experienced -qualified man power for running State - of - the - art equipped centralized customer care centre.
- c) Provide and prepare necessary reports required by utility/Nodal agency/MoP.
- d) In case of failure of CCC systems or due to any other issue, the CCC Agents have to log and complete the process of complaints handling manually.

Conduct the end to end process in customer care management - The CCC will act as a Single point of contact for all end users (subscribers) of PGVCL and will be responsible for initial communication with end users and will own the ticket to resolution.

- i. Receive all calls
- ii. Create tickets in Incident Management System by asking relevant information to user
- iii. Issue a ticket number/problem ID to the problem reporter & provide the current status of the ticket that exists in the system
- iv. Initial analysis of problem, solve if it is within the scope of their (CCC agency) boundary else escalate the problem to the relevant team through the systems which could be other IT groups, field engineers, fault centers etc.
- v. Follow up with the Sub Division/Division/ field office to ensure resolution
- vi. Close ticket post confirmation from Sub Division/Division/field office staff that the problem has been resolved.
- vii. Communicate problem resolution to the problem reporter and seek feedback.

Physical Area of Work

The Centralized Customer Care Centre of PGVCL located at Office of the Executive Engineer, Old Power House Compound, City Division 2, Near Kaveri Hotel, Rajkot - 360001 or anywhere within Rajkot as and when decided by PGVCL.

Outline of Tasks to be carried out and Deliverables

The CCC Agency may be representing the PGVCL as and when required for smooth and timely processing the consumer complaints/queries/grievances. PGVCL shall make all possible efforts to provide support and help to the extent possible; however the final responsibility of the same may rest with the CCC Agency.

The CCC is required to manage complaints of entire area of PGVCL round the clock (24 *7*365).

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 22 of 80

The agency is required to provide number of agents as per the requirement of PGVCL from time to time. However, providing weekly off / leave(s) is in the purview of the agency and PGVCL will pay for the agents working as per the requirement only. The salary for such weekly off / leave(s) paid to agents are to be borne by the agency.

| Sr. No | Outline of Tasks to be Carried out | Deliverable | Frequency |
|--------|---|---|---|
| 1 | Recording the customer complaints and follow up till the same are resolved and closed | Report in the format prescribed by PGVCL | Daily |
| 2 | Coordinate with the utility and assist them in Preparation of final report in the format prescribed by PGVCL | A subdivision wise report covering following <input type="checkbox"/> nature of complaint <input type="checkbox"/> date and time of complaint <input type="checkbox"/> time taken to close the complaint <input type="checkbox"/> Reasons for non-closure of complaint if any | Daily , Weekly monthly and as when required |
| 3 | The CCC Agency should ensure that identified legacy systems are not tampered with. | Certification of satisfactory working of software and hardware systems installed at the CCC by PGVCL | Weekly |
| 4 | Listing Customized deliverable reports / document as required under the contract for PGVCL | As per the requirement of PGVCL | Monthly as and when required |
| 5 | Handholding utilities in maintaining and developing/expanding enabling them to have infrastructure facilities for customer care centres | 1. The CCC Agency shall act in co-ordination with Utility hierarchy and IT Implementing agency and help in maintaining the following - a) Space for call centre building, IT system UPS room, customer care centre room etc. b) Properly maintain the CCC installation. | Monthly as and when required |
| 6 | CCC Agency to assist utility in | CCC Agency to ensure: | All the time |

Signature of Bidder

Company's Round Seal

Date

Place

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| | smooth running of CCC facility and quick closure of complaints to attain maximum customer satisfaction | <ul style="list-style-type: none"> • prompt and polite response to the customers • Respectful behaviour with especially with ladies and senior citizens and people's representatives. • In no case un-parliamentary and rough language is to be used. | |
| 7 | Utility Management Team: The CCC Agency may also provide periodic status update reports including escalations. CC Agency may provide certification for completion of all requirements as per the scope of work | <ul style="list-style-type: none"> • Submission of status reports on progress of work of CCC Agency to the utility • Escalation report for senior management for resolution of key issues impacting implementation | Monthly |
| 8 | Any information (progress report etc.) as and when sought by the Nodal Agency/Ministry of Power will be furnished by the CCC Agency with the help of PGVCL | <ul style="list-style-type: none"> • Information shall be submitted in form of a report as and when required | Ongoing |
| 9 | CCC Agency to maintain a daily attendance muster roll along with daily roster where each shift supervisor will note that all equipments of CCC are in order and working normally and also note specifically if there is any issue in any of the CCC equipment. | <ul style="list-style-type: none"> • CCC Agency to maintain a daily attendance muster roll along with daily roster where each shift supervisor will note that all equipments of CCC are in order and working normally and also note specifically if there is any issue in any of the CCC equipment. | Record details daily and submit monthly at end of every month. |

Other Deliverables

- a) In case of failure of the main CCC operation PGVCL will make alternate arrangement for Disaster Recovery (DR) site where CCC agency will act accordingly e.g. if the Call centre of PGVCL sister concern i.e. UGVCL, is down and non -functional and also in case of call overflow in system, calls originating from consumers/callers of UGVCL may land at CCC of PGVCL and the CCC agency has to handle the calls in a similar fashion to that of PGVCL and vice versa.
- b) In the case of Disaster Recovery (DR) scenario, the agency may have to work at the DR site specified by PGVCL, anywhere in the state of Gujarat, for such

Signature of Bidder

Company's Round Seal

Date

Place

duration till the normal CCC becomes functional subsequent to the DR.
Moreover for above said period, no extra cost shall be paid by PGVCL

Job Summary:

The Customer Service Representative (Call Agent) is responsible for providing high quality service to our customers in an accurate, efficient, and professional manner. Answer incoming calls from consumers/callers to receive complaints, answer inquiries and questions, handle complaints, troubleshoot problems for which resolution is available from system (except field related) and provide information. The Customer Service Representative (Call Agent) will also be responsible to make outbound calls to customers for notification of complaint resolution, customer satisfaction survey etc. Also, it is intended to make outbound calls to field offices/staff of PGVCL through IP Phones/land line/CUG phones for notification of complaints.

The Customer Service Representative (Call Agent) must document all calls in the CRM (Customer Relationship Management)/CTI (Computer Telephony Integration) system and evaluate each account to determine if further research is necessary. Once the determination is complete, the Customer Service Representative (Call Agent) is responsible for tasking the research to the appropriate department and following up to ensure issue resolution.

The Customer Service Representative (Call Agent) will also be required to meet productivity standards as set forth by the management team. The Customer Service Representative (Call Agent) is also responsible for making welcome calls and responding promptly to customer e-mails and voice messages. The Customer Specialist is responsible for making best efforts at saving a Customer calling to cancel/escalate.

Main Job Tasks and Responsibilities:

1. Communicate with Customers proactively and responsively. Provide assistance and information regarding the status of Customer accounts as well as answering generic Customer questions. Communication is done via telephone, e-mail, and fax.
2. Answer the incoming calls, listen intently to the customer, identify their needs and respond professionally and accurately based on DISCOM's policies and procedures.
3. Handle and resolve customer complaints. Determine if research is required and set up appropriate task to the proper department for resolution of the issue as needed. Identify and escalate priority issues. Keep commitments made to Customers in terms of returning calls and performing necessary tasks.

Signature of Bidder

Company's Round Seal

Date

Place

4. Achieve service quality standards as identified by management.
5. Update the customer information in CRM/CTI applications. Complete call logs and call reports.
6. Identify reason for customer's inquiry and document and alert the manager of trends in customer calls and call drivers to management. Recommend process improvements
7. Perform other duties as assigned.
8. Provide on-the-job training for agency's new employees. Over and above this, the CCC agents should be trained for any new functionality added in the system subsequently. For this, a train-the-trainer methodology will be applicable and PGVCL shall provide training only to such trainers of the CCC Agency.
9. Generate customer thank you letters

Education and Experience

- Minimum qualification is bachelor degree in any Stream.
- Proficient in relevant computer applications.
- Knowledge of customer service principles and practices
- Customer service experience
- Good keyboard skills
- Knowledge of administration and clerical processes
- Relevant product knowledge

Key Competencies

- **Outgoing and Energetic Personality:** A call centre executive or representative is required to have an outgoing personality. Shy people often tend to face difficulty in talking to people for the first time. Hence, one needs to be able to talk to people and sell or explain without feeling shy or conscious.
- **Phone Etiquette:** Considering the fact that a person working in a call centre communicates with target clientele over the telephone, it is vital that they have proper phone etiquette. This will not only give out a good reputation of the company, but also prove to be successful at getting results.
- **Multitasking:** Multitasking is a part of the call centre job. The person should be able to talk on the phone, make notes in the computer, as well as check out details at the same time. For a person to accomplish this, they need to be able to multitask.
 - Handle high volume call demand.
 - Handle difficult customer situations.
 - Read, interpret, and retain a wide variety of information.

Signature of Bidder

Company's Round Seal

Date

Place

- Solve problems by asking probing questions.
 - Communicate clearly and concisely, both verbally and written.
 - Organize time and workload.
 - Customer service orientation
 - Attention to detail
 - Initiative, Judgment, Adaptability, Team work
- a) Please provide a detailed implementation plan for the setting up and mobilization of CCC service including the operation of a parallel running service prior to full operation and full commissioning.

SECTION-IV: **BID EVALUATION METHODOLOGY**

1. Generally the bids received and accepted will be evaluated by the PGVCL to ascertain the best and lowest evaluated bid in the interest of the PGVCL, for the complete works covered under these specifications and documents.
2. Bid price shall mean the bid price quoted by each bidder in his bid for the complete scope of works. i.e. sum total of amount quoted for all the items will be considered for comparison of price bids with goods and service tax (GST).
3. If possible, bids will be opened as per the details prescribed in the event calendar.
4. First the envelope marked 'Earnest Money" will be opened. Bids without EMD of required amount in prescribed form, will not be proceeded with further.
5. Next the technical bid of the bidders who have furnished the requisite EMD will be opened. The salient particulars of the techno commercial bid will be read out at the sole discretion of PGVCL.

Experience (Customer Care Centre, Utility and Power sector)

The bidder is required to submit details of relevant work involved with certification on client's letterhead as proof of the scope of work, value and completion. The documentary proof of all projects needs to be furnished.

The summary may be submitted for CCC being operated for a utility (Power/Telecom/banking/corporation sectors) company or one infrastructure (rail/road/port/airport) company in providing Customer Care Centre (Strategy, Efficiency Improvements, Governance) Engagements, in the last three financial years. For these projects, the bidder should provide the areas covered, SLA/measurements used, performance certificate related to his assignments under this evaluation. The bidder should also specify the total worth of power sector CCC projects executed in the last three years.

Resumes (CVs)

Copy of available CVs with relevant experience to be supplied by the Bidder.

In any case during the tenure of the contract, a person not qualified to work as stipulated above, to work at the CCC shall not be allowed to work at the CCC. Violation of this term shall result in disqualifying the CCC Agency and PGVCL retains the right to replace the CCC Agency at the cost and risk of the contractor.

Firm Details

This section captures Financial aspect such as the turnover of the firm for last 3 financial years for which the audited Annual Accounts of last 3 Financial Years by C.A. are to be submitted.

Signature of Bidder

Company's Round Seal

Date

Place

SECTION-V: GENERAL CONDITIONS OF CONTRACT

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| 1 | Contract Document | 1. Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. |
| 2 | Corrupt Practices | <p>1. The Purchaser requires bidders, suppliers, and contractors to observe the highest standard of ethics during the execution of such contracts.</p> <p>(a) The following definitions apply:</p> <p>“corrupt practice” means the offering, giving receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of any party in the procurement process or the execution of a contract;</p> <p>“fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>“collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the PGVCL designed to influence the action of any party in a procurement process or the execution of a contract;</p> <p>“coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(b) The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.</p> |
| 3 | Interpretation | 1. In this Contract unless a contrary intention is evident: |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>(a) the clause headings are for convenient reference only and do not form part of this Contract. The headings shall not limit, alter or affect the meaning of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word imparting a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the proposal, the terms of this contract hereof shall prevail.</p> <p>2. Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> <p>3. Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>4. Non-waiver</p> <p>(a) Subject to GCC Clauses 32 and 34 below, no relaxation, forbearance, delay, or indulgence by either</p> |
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Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>5. Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p> |
| 4 | Language | <p>1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the CCC Agency and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>2. The CCC Agency shall bear all costs of translation to English and all risks of the accuracy of such translation.</p> |
| 5 | Joint Venture Consortium or Association | <p>1. If the CCC Agency is a joint venture, consortium, or association of Consortium or persons, all of the members of such joint venture, consortium, or association of persons shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract. The members shall designate one party to act as a Lead Member with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>consent of the Purchaser.</p> <p>(a) For the purposes of fulfilment of it's obligations as laid down under the Contract where the Purchaser deems fit and unless the context requires otherwise, Supplier shall refer to the Lead Member who shall be the sole point of interface between the Purchaser and the Consortium and would be absolutely accountable for the performance of its own, the other members of Consortium and/or its Team's functions and obligations.</p> <p>(b) All payments shall be made by the Purchaser in favour of the Lead Member.</p> <p>(c) No amendment or modification shall be made to the MOU executed between the members of the Consortium at time bidding for empanelment, without the prior approval of the Purchaser.</p> |
| 6 | Eligibility | 1. All Bidders qualified by PGVCL for appointment as 'CCC Agency' to assist the Utilities operation of Customer Care centre for Electricity Distribution are eligible to bid. |
| 7 | Location | 1. The Services shall be performed anywhere at Rajkot as decided by PGVCL authority |
| 8 | Effectiveness of Contract | <p>1. This Contract shall come into force and effect on the date (the "Effective Date") of the Utility's notice to the CCC Agency confirming that the following conditions have been met:</p> <p>a) This Contract has been approved by Utility</p> <p>b) Requisite Advance payment Bank Guarantee has been submitted.</p> |
| 9 | Authority Member Charge | 1. The Consortium Members (if any) hereby authorize _____ to act on their behalf in exercising the entire CCC Agency' rights and obligations towards the Owner under this Contract, including without limitation the receiving of instructions and payments from the Owner. |
| 10 | Authorized | 1. Any action required or permitted to be taken, and any |

Signature of Bidder

Company's Round Seal

Date

Place

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| | Representatives | document required or permitted to be executed under this Contract, may be taken or executed: a) on behalf of the Utility by _____ or his designated _____ representative; b) on behalf of the CCC Agency by _____ or his designated representative. |
| 11 | Relation between Parties | 1. Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Utility and the Consultant. The CCC agency, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 12 | Notices | <p>1. Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.</p> <p>2. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post, telex, telegram, email or facsimile to such Party at the following address:</p> <p>3. For the Owner: Attention: Facsimile: E-mail:</p> <p>4. For the CCC Agency: Attention: Facsimile: E-mail:</p> <p>5. Notice will be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telegrams, twenty four(24) hours following confirmed transmission; (c) in the case of facsimiles, twenty four(24) hours</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>following confirmed transmission</p> <p>6. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this Clause.</p> |
| 13 | Governing Law | <p>1. The Contract shall be governed by and interpreted in accordance with the laws of India. The Courts in Rajkot shall have exclusive jurisdiction with respect of the tendering process, award of Contract and execution of the Contract.</p> <p>2. Any change in the State or Central Government laws prevalent in India, shall be applicable to this contract as and when such laws come into force without any explicit intimation of the same to the Bidder/ CCC Agency.</p> |
| 14 | Settlement of Disputes | <p>1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>2. If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the clause 1.7 of SCC.</p> |
| 15 | Scope of Work | <p>1. The services to be rendered by CCC Agency shall be as per scope of work. At the time of awarding the contract, the Purchaser shall specify any change in the Scope of Work. Such changes may be due to increase or decrease in the scope of work at the time of award.</p> <p>2. Unless otherwise stipulated in the Contract, the Scope of Work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of Related Services as if such items were expressly mentioned in the Contract.</p> |
| 16 | Commencement of services | <p>1. The CCC Agency in carrying out the Services immediately viz. from the date of issue of Lol/Letter of</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | Award (the "Starting Date"), or on such date as the Parties may agree in writing. |
| 17 | Delivery | <p>1. The Delivery of services and Completion of the Related Services shall be in accordance with the Scope of Work and acceptance of the services rendered by the Purchaser.</p> <p>2. The CCC Agency on to its deliverables, shall provide any supporting data or information required by the Utility.</p> |
| 18 | CCC Agency Responsibilities | 1. The CCC Agency shall provide the services mentioned in the Scope of Work and the Delivery Schedule. |
| 19 | Purchaser's Responsibilities | <p>1. For successful completion of the assignment, as and when required by the CCC Agency, the Utility shall provide data and support based on availability of the same and without prejudice. In the event that the appropriate utility is unable to provide the required data or support for a requirement which the CCC Agency cannot be reasonably expected to procure on its own or from alternate sources, the CCC Agency's failure to deliver shall not be held against it.</p> <p>2. The CCC Agency shall bear all costs involved in the performance of its responsibilities</p> <p>3. Chief Engineer (Project) or equivalent authority of PGVCL shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc.</p> <p>4. The Chief Engineer (Project) or equivalent authority of PGVCL shall approve all such documents within 15 working days.</p> <p>5. Purchaser may provide on Supplier's request, particulars / information / or documentation that may be required by the Supplier for proper planning and execution of Scope of Work under this contract.</p> <p>6. Purchaser shall provide to the Supplier sitting space and</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | infrastructure and utilities, in the Purchaser's offices at such location as may be mutually decided by the Parties. |
| 20 | Contract Price | <p>1. The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.</p> <p>2. Prices charged by the CCC Agency for the service provided under the Contract shall not vary from the prices quoted by the CCC Agency, with the exception of any price adjustments authorized in the SCC.</p> |
| 21 | Terms Payment of | <p>1. The Contract Price shall be paid in the manner specified in the SCC. No invoice for extra work/change order or account of change order will be submitted by the Supplier unless the said extra work /change order has been authorized/approved by the Purchaser in writing.</p> <p>2. The CCC Agency's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, Services provided, accompanied by the documents submitted. Agency shall submit the bills in triplicate to the concerned utility.</p> <p>3. Payments shall be made promptly by the Purchaser, normally within fifteen (15) days after submission of an invoice along with supporting documents or request for payment by the Supplier, and the Purchaser has accepted it. But if the services are not satisfactory and according to agreed work program/schedule the payment may be withheld.</p> <p>4. The final payment under this Clause shall be made only after satisfactory completion of the activities mentioned in the Scope of Work.</p> <p>5. If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Supplier's invoice, the purchaser may without prejudice to its rights recover such amounts by other means after notifying the Supplier or deduct such excess payment from any payment subsequently falling due to the CCC Agency.</p> <p>6. Payment request is to be made and invoices to be submitted to the Executive Engineer, City division-2</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | ,Rajkot. |
| 22 | Taxes and Duties | <p>1. The CCC Agency shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the Utility shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p>2. Payment of taxes/duties shall not be made separately in any case.</p> |
| 23 | Security Deposit | <p>1. The successful Bidder should pay S.D. within fifteen (15) days after receipt of LOA.</p> <p>2. The Purchaser shall at its sole discretion invoke the Security Deposit and appropriate the amount secured there under, in the event that the Supplier commits any delay or default in Services rendered or commits any breach of the terms and conditions of the Contract.</p> <p>3. The Security Deposit shall be denominated in the currencies of the Contract, and shall be in one of the forms stipulated by the Purchaser in the SCC.</p> <p>4. The Security Deposit shall be discharged by the Purchaser and returned to the CCC Agency normally within 1 month following the date of completion of the Supplier's performance obligations under the Contract, unless specified otherwise in the SCC.</p> |
| 24 | Intellectual Property | <p>1. Purchaser shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all Source code, Object code, records, reports, designs, application configurations, data and written material, products, specifications, reports, drawings and other documents which have been newly created and developed by the Supplier solely during the performance of Related Services and for the purposes of inter-alia use or sub- license of such Services under this Contract. The Supplier undertakes to disclose all such Intellectual Property Rights arising in performance of the Related Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser. To the</p> |

Signature of Bidder

Company's Round Seal

Date

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| | | <p>extent that Intellectual Property Rights are unable by law to so vest, the Supplier assigns those Intellectual Property Rights to Purchaser on creation.</p> <p>2. The Supplier shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Supplier (if any), as part of the service obligations under the present contract, shall be acquired in the name of the Purchaser, and the same may be assigned by the Purchaser to the Supplier solely for the purpose of execution of any of its obligation under the terms of this contract. However subsequent to the term of this contract such approvals registration, licenses, permits and rights etc. shall endure to the exclusive benefit of the Purchaser.</p> <p>3. The Supplier shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Supplier shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Supplier or its personnel during the course of performance of the Related Services. In case of any infringement by the Supplier, the Supplier shall have sole control of the defence and all related settlement negotiations</p> <p>4. Subject to sub-clauses 1 to 3 of Clause 25, the Supplier shall retain exclusive ownership of all methods, concepts, algorithms, trade secrets, software documentation, other intellectual property or other information belonging to the Supplier that existed before the effective date of the contract.</p> |
| 25 | Confidential Information | <p>1. The CCC Agency and the personnel of any of them shall not either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Owner's business or operations without the prior written consent of the</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>owner.</p> <p>2. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract</p> <p>3. The obligation of a party under this clause, however, shall not apply to information that:</p> <p>(a) the Purchaser or IT Consultant need to share with the institutions participating in the financing of the Contract;</p> <p>(b) now or hereafter enters the public domain through no fault of that party;</p> <p>(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or</p> <p>(d) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> <p>(e) the agency shall ensure that the agent / supervisor or any other personnel from the agency, while going to or coming from CCC shall not carry and use any type of electronic / mechanical or paper storage device, including cell phones, CD / DVD, pen drive, etc.</p> |
| 26 | Subcontracting | 1. The CCC Agency will not be permitted to sub-contract any part of its obligations under the Contract with the PGVCL. |
| 27 | Service Quality | 1. The Purchaser may reject any Service rendered or any part thereof that fail to conform to the specifications. The Supplier shall take measures necessary to meet the specifications at no cost to the Purchaser. |
| 28 | Penalty | <p>1. Penalty as Per SCC Clause1.13</p> <p>2. Supplier has to ensure that no damage to the property of PGVCL including all equipments, furniture and fixtures of the CCC Premises is done by their employees. In case of any incident, the equivalent amount of the damaged part will be deducted from subsequent bill of the CCC Agency without any prejudice to the rights of PGVCL.</p> |
| 29 | Liability Indemnity / | 1. The Supplier hereby agrees to indemnify the Purchaser, for all conditions and situations mentioned in this clause, |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>in a form and manner acceptable to the Purchaser. The supplier agrees to indemnify the Purchaser and its officers, servants, agents (“ Purchaser Indemnified Persons”) from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <p>(a) any negligence or wrongful act or omission by the Supplier or its agents or employees or any third party associated with Supplier in connection with or incidental to this Contract; or</p> <p>(b) any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied Goods and Services or any part thereof.</p> <p>2. The Supplier shall also indemnify the Purchaser against any privilege, claim or assertion made by third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.</p> <p>3. Without limiting the generality of the provisions of this article 2 and 3, of clause 29, the Supplier shall fully indemnify, hold harmless and defend the Purchaser Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Purchaser Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any Goods, Services, information, design or process supplied or used by the Supplier in performing the Supplier’s obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Supplier shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Goods or Services, or any part thereof or comprised therein, is held to</p> |
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Signature of Bidder

Company’s Round Seal

Date

Place

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| | | <p>constitute an infringement and its use is permanently enjoined, the Supplier shall promptly make every reasonable effort to secure for the Purchaser a license, at no cost to the Purchaser, authorizing continued use of the infringing work. If the Supplier is unable to secure such license within a reasonable time, the Supplier shall, at its own expense, and without impairing the specifications and standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing. Survival on Termination The provisions of this Clause 29 shall survive Termination.</p> <p>4 Defence of Claims: If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 2, 3, or 4 the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>5 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>6 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> |
| 30 | Limitation of Liability | <p>1. Except in cases of gross negligence or wilful misconduct :</p> <p>(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement. |
| 31 | Change in Laws and Regulations | 1. Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site / area of work is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date, then such Delivery Date shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. |
| 32 | Force Majeure | <p>1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <p>2. Force Majeure shall not include:</p> <p>a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor</p> <p>b) Any event which a diligent Party could reasonably have been expected to both (i) take into account at the time of the conclusion of this Contract, and (ii) avoid or overcome in the carrying out of its obligations hereunder.</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>3. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p> <p>4. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.</p> <p>5. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.</p> <p>6. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>7. The decision of the Purchaser with regard to the occurrence, continuation, period or extent of Force Majeure shall be final and binding on the Supplier.</p> <p>8. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>9. Not later than fourteen (14) days after the CCC Agency, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.</p> |
| 33 | Change Orders and Contract Amendments | <p>1. The Purchaser may at any time order the CCC Agency through Notice in accordance GCC Clause 12, to make changes within the terms and conditions of this Contract, including any modification of the scope of the Services.</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>2. If any such Change Order causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the CCC Agency for adjustment under this Clause must be asserted within one month from the date of the Supplier's receipt of the Purchaser's Change Order.</p> <p>3. No variation or modification of the terms of the contract shall be made except by written amendment signed by the parties.</p> |
| 34 | Extensions of Time | Deleted. |
| 35 | Suspension | <p>1. The Utility may, by written notice of suspension to the CCC agency, suspend all payments to the CCC Agency hereunder if the CCC Agency fail to perform any of their obligations under this Contract, including the carrying out of the Services as per schedule, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the CCC Agency to remedy such failure within a period not exceeding Seven (7) days after receipt by the CCC Agency of such notice of suspension and shall invoke contract performance guarantee.</p> |
| 36 | Termination | <p>1. Termination of Contract for Failure to Become Effective</p> <p>(a) If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.</p> <p>2. Termination for Default</p> <p>(a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the CCC Agency terminate the Contract in whole or in part:</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>(i) if the CCC Agency fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC ; or</p> <p>(ii) if the CCC Agency, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC , in competing for or in executing the Contract; or</p> <p>(iii) Any representation made by the bidder in the proposal is found to be false or misleading</p> <p>(iv) if the CCC Agency commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.</p> <p>(v) If the CCC Agency fail to comply with any final decision reached as a result of arbitration proceedings pursuant to SCC.</p> <p>(vi) If, as the result of Force Majeure, the CCC Agency is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(vii) If the CCC agency has been De-empanelled by the Nodal agency due to misconduct etc.</p> <p>(b) In the event the Utility terminates the Contract in whole or in part, pursuant to GCC Clause36, the Utility may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the CCC Agency shall be liable to the Utility for any additional costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>3. Termination for Insolvency</p> <p>The Purchaser may at any time terminate the Contract by giving Notice to the CCC Agency if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the CCC Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p> |
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Signature of Bidder

Company's Round Seal

Date

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| | | <p>4. Termination for Convenience</p> <p>(a) The Purchaser, by Notice sent to the CCC Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the CCC Agency under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>5. Consequences of Termination</p> <p>Upon Termination of the Contract, the CCC Agency shall:</p> <p>(a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the Chief Engineer (Project) or equivalent authority of PGVCL ("Exit Plan").</p> <p>(b) Chief Engineer (Project) or equivalent authority and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, CCC Agency shall prepare alternate plan within two calendar days. If the second plan is also rejected, Chief Engineer (Project) or equivalent authority will provide a plan for Supplier and it should be adhered by in totality.</p> <p>(c) The Exit Plan should cover at least the following :-</p> <p>(i) Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all leased equipment; (ii) Handover all developed codes, related documentation and other Configurable Items, if any in his possession;</p> <p>(iii) Handover the list of all CCC Assets, passwords at all locations to the Purchaser.</p> <p>(d) The supplier and Chief Engineer (Project) or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.</p> |
| 37 | Cessation of Rights and Obligations | <p>1. Upon termination of this Contract pursuant to GCC, or upon expiration of this Contract pursuant to GCC hereof, all rights and obligations of the Parties hereunder shall cease, except</p> <p>a) Such rights and obligations as may have accrued on the</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>date of termination or expiration,</p> <p>b) The obligation of confidentiality set forth in GCC hereof,</p> <p>c) Any right which a Party may have under the Applicable Law.</p> |
| 38 | Cessation of Services | <p>1. Upon termination of this Contract by notice to pursuant to GCC hereof, the CCC Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps as provided in GCC hereof, to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.</p> |
| 39 | Payment upon Termination | <p>1. Upon termination of this Contract pursuant to Clause 36 hereof, the Utility shall make the following payments to the CCC Agency</p> <p>a) Remuneration pursuant to SCC for Services satisfactorily performed prior to the effective date of termination;</p> <p>b) Reimbursable expenditures pursuant to SCC for expenditures actually incurred prior to the effective date of termination; and</p> <p>c) Except in the case of termination pursuant failure to perform, insolvency of the CCC Agency, deliberate false submission by the CCC Agency or for failure to comply with the final decision of an arbitration process, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.</p> |
| 40 | Assignment | <p>The CCC Agency shall not assign to any other party, in whole or in part, their obligations under this Contract.</p> |
| 41 | Disclaimer | <p>1. Purchaser reserves the right to share, with any consultant of its choosing, any resultant Proposals in order to secure expert opinion.</p> <p>2. Purchaser reserves the right to accept or reject any proposal deemed to be in the best interest of the PGVCL.</p> <p>3. The CCC Agency is solely responsible for any kind of insurance of its employees/manpower supplied to PGVCL CCC as well as any statutory obligations like PF, labour laws or any other such obligations under the laws</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>prevalent in India</p> <p>4 The CCC agency is solely responsible for any disputes among its employees including but not limited to any kind of harassment.</p> |
| 42 | Public Disclosure | <p>1. All materials provided to the Purchaser by bidder are subject to Country and Gujarat public disclosure laws such as RTI etc.</p> <p>2. The CCC Agency's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Purchaser first gives the Vendor its written consent.</p> |
| 43 | Adherence to safety procedures, rules regulations and restriction | <p>1. CCC Agency shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and Vendor's Team shall abide by these laws.</p> <p>2. The CCC Agency shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Supplier's Team shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.</p> <p>3. The Supplier shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>4. The Purchaser will be indemnified for all the situations mentioned in this clause in the similar way as defined in GCC.</p> |
| 44 | Removal and/or Replacement of Personnel | <p>1. Except as the appropriate Utility may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the CCC Agency shall forthwith provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Utility:</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | <p>a) Finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or</p> <p>b) Has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the CCC Agency shall, at the Utility's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Utility.</p> <p>c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the IT consultant may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Utility. Except as the Utility may otherwise agree,</p> <p>2. The CCC Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and</p> <p>3. The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</p> |
| 45 | Fairness and Good Faith | <p>1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.</p> <p>2. Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them,</p> <p>and without detriment to the interest of either of them, and that, if</p> <p>during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with GCC. |
| 46 | Insurance | 1. The CCC Agency shall take and maintain at their own cost, insurance coverage against the risks of their personnel and properties relating to this assignment. |
| 47 | Conflict Interest of | <p>1. The Process Consultant shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p> <p>2. The CCC Agency and any of its affiliates/consortium members hired to provide services for the proposed assignment in a particular utility, will not be eligible to work as any of the empanelled implementation agencies/consultants in that specific utility. i.e. the CCC Agency and affiliates cannot</p> <p>a) Directly or through its consortium partners bid as IT Implementation agency for R-APDRP, in the specific utility for which they are the CCC Agency</p> <p>b) Get associated as Consultant / Advisor/ Implementation Agency or in any other capacity with any of the agencies taking part in the bid process of the concerned Utility during the implementation of the R-APDRP</p> <p>3. The Utility considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.</p> <p>4. CCC Agency for a Utility cannot participate in the bidding process of IT implementing agency by the same Utility.</p> <p>5. For any given utility, the CCC Agency and the IT implementation agency cannot be the same. An CCC Agency and IT implementation agency may be considered to be in a conflict of interest with one or more parties in this process if they have controlling shareholders in</p> |

Signature of Bidder

Company's Round Seal

Date

Place

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| | | common. 6. If the CCC Agency is found to be involved in a conflict of interest situation with regard to the present assignment, the Utility may choose to terminate this contract as per GCC. |
| 48 | Standard Performance of | 1. The CCC Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used with professional engineering and consulting standards recognized by professional bodies, and shall observe sound management, and technical and engineering practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The CCC Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Owner. |
| 49 | Expiration of Contract | 1. Unless terminated earlier pursuant to GCC hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payments of remuneration and reimbursable expenditures have been made. |
| 50 | PFC terms condition | Deleted |
| 51 | Deviation terms & condition in | 1. if any deviation in terms & condition will be produce separately otherwise it will be presumed that condition of PGVCL binding to the bidder. |

Signature of Bidder

Company's Round Seal

Date

Place

SECTION-VI: SPECIAL CONDITIONS OF CONTRACT

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| The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC | |
| SCC 1.1 | The Purchaser's country is: India |
| SCC 1.2 | The Purchaser is: PGVCL |
| SCC 1.3 | The web-site is: www.pgvcl.com . The details regarding the RFP process shall be available on the same. The eligible bidders should visit the website from time to time and get the status updates. All details uploaded on the website from time to time shall be deemed to have been provided to all the bidders. |
| SCC 1.4 | The language shall be: English |
| SCC 1.5 | For <u>notices</u> , the Purchaser's contact details shall be: Chief Engineer (Project) PGVCL, Corporate Office, off Nana Mava Main Road, Laxminagar, Rajkot - 360004 Contact No : +91 (281) 2380425/ 2380427 Fax : +91 (281) - 2380426 Email : itsect.pg@gebmail.com |
| SCC 1.6 | The governing law shall be: Laws applicable in exclusive jurisdiction of competent Court in Rajkot, India. |
| SCC 1.7 | All questions, disputes or differences whatsoever, which may, at any time, arise between the parties i.e. the PGVCL and the contractor upon or in relation to or in connection with the Contract shall be referred to sole Arbitrator appointed by the Managing Director PGVCL for that purpose, who shall be retired High Court Judge or a retired District Judge and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the Arbitrator shall be final and binding upon the parties governed by the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time and the Rules made there under. The Arbitration proceedings shall be conducted at Rajkot, Corporate Office of PGVCL or at any such place as the sole Arbitrator may determine. The award of the sole Arbitrator shall be final and binding upon the parties. a. Performance under this contract shall, if reasonably possible, continue during the Arbitration proceedings and no payments due |

Signature of Bidder

Company's Round Seal

Date

Place

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| | <p>or payable by the PGVCL shall be withheld unless they are the subject matter of the Arbitration proceeding.</p> <p>b. The place for arbitration shall be Rajkot.</p> |
| SCC 1.8 | <p>The bidders may please note that the prices are Firm and inclusive of all Taxes. However, transportation charges or any lodging, boarding or out of pocket expenses incurred by the CCC Agency or its employees shall not be paid by PGVCL.</p> |
| SCC 1.9 | <p><u>General terms and conditions of Payment Schedule</u></p> <ol style="list-style-type: none"> 1) All payments shall be made by the Purchaser in favour of the Agency (Supplier). The payment shall be made by Ex.Engineer, Rajkot city Division-2 2) The payment will be made on monthly basis against the invoice raised for the same to PGVCL upon verification and due certification of the same by the authorized officer of PGVCL. 3) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 15 days of submission of invoice in normal circumstances. 4) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Agency is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Agency, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract. 5) If additional work is required beyond the scope of the Services specified the estimated periods of engagement of Personnel set forth in the appropriate Bid Response Format may be increased by agreement in writing between the Purchaser and the Agency. Any such change shall be done as per GCC and Clause 1.8 of SCC. 6) All payments under this Contract shall be made to the account of the Agency with (Bank & A/c No.): <hr/> |
| SCC 1.10 | <p>The currencies for payments shall be in Indian Rupees (INR).</p> |

Signature of Bidder

Company's Round Seal

Date

Place

| | |
|---------------------|---|
| SCC 1.11 | Deleted |
| SCC 1.12 | The types of acceptable Performance Securities are: Bank Guarantee issued by a Scheduled Indian Bank |
| SCC 1.13 | <u>PENALTY CLAUSE:</u> The CCC Agency shall ensure to arrange for suitable person(s) against the absence of agents or supervisors. In case the number of call agents/supervisors supplied by the CCC Agency is shorter than the agreed number, a penalty twice the per day amount with GST per agent for call agents/supervisor will be deducted in addition to non-payment of charges for the period of absence on pro-rata basis for the month, will be levied. This includes the short absence of a call agent/supervisor from duty except for natural causes. This shall be evaluated by the Call Centre In-charge of PGVCL or the any authority of PGVCL as desired. |
| SCC 1.14 | The manpower to be supplied by the CCC Agency will be purely on the contract basis by the Agency and under no circumstances they would claim for absorption in PGVCL. |

Section -VII Legal Terms and Conditions

1. **JURISDICTION OF CONTRACT**

The laws applicable to the contract shall be the laws in force in India. The courts of Rajkot shall have exclusive jurisdiction in all matters arising under this contract.

2. **ENFORCEMENT OF TERMS:**

The failure of the either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in anyway to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the contract.

3. **COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed on the expiry of the engagement contract period.

4. **FORCE MAJUERE**

"D.G.S. & D. FORCE MAJUERE CLAUSE"

"If, at any time during the continuance of this contract, the performance in whole or any part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics. Quarantine restrictions, strikes, lock-outs or acts of god (hereinafter referred to as event)" then provided notice of the happening of any such event is given by either party to the other within

14 days from the date of occurrence there of neither party shall be reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased of exist, and the decision of the M.D.PGVCL as to whether the deliveries have been so resumed or not shall be final and conclusive.

4.1 Notwithstanding any provision mentioned above, the PGVCL shall not be in any way be liable for non-performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strikes, shortages, combination of labour or workman or lockout, breakdown or Accident to machinery or accidents of whatever nature.

Signature of Bidder

Company's Round Seal

Date

Place

- 4.2 The Contractor or the PGVCL shall not be liable for delays in performing their respective obligations resulting from any force majeure causes as defined above. The date of completion will be extended by a reasonable time by the competent authorities of the PGVCL, by mutual agreement.
- 4.3 In case of damage or destruction of any property or equipments belonging to the Contractor due to force majeure causes, the PGVCL shall not be liable for the same.

5. **ARBITRATION**

All questions, disputes or differences whatsoever, which may, at any time, arise between the parties i.e. the PGVCL and the contractor upon or in relation to or in connection with the Contract shall be referred to sole Arbitrator appointed by the Managing Director PGVCL for that purpose, who shall be retired High Court Judge or a retired District Judge and the decision of the said Arbitrator shall be final and binding upon the parties.

Reference to the Arbitrator shall be final and binding upon the parties governed by the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time and the Rules made there under. The Arbitration proceedings shall be conducted at Rajkot, Corporate Office of PGVCL or at any such place as the sole Arbitrator may determine. The award of the sole Arbitrator shall be final and binding upon the parties.

Performance under this contract shall, if reasonably possible, continue during the Arbitration proceedings and no payments due or payable by the PGVCL shall be withheld unless they are the subject matter of the Arbitration proceeding.

6. **EMPLOYMENT OF LABOUR**

6.1 Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.

6.2 Contractor shall maintain a valid labour license under the Contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such a license, the contract shall be liable to be terminated without assigning any reason thereof. Contractor should also employ qualified and experienced persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.

6.3 In case the PGVCL becomes liable to pay any wages or dues to labour or any Government agency under any of the provisions of the Minimum Wages Act, Payment of wages Act, employee Compensation Act, Contract Labour Regulation Abolition Act, employee provident fund or any other law due to act of omission of the Contractor, the PGVCL may make such payment and

Signature of Bidder

Company's Round Seal

Date

Place

shall recover the same from the Contractor's bills.

7. **Compliance with Labour Regulation:**

7.1 During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there under, regulations, notifications and bye laws of the state or central government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the central government or the local authority. The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the PGVCL at any point of time.

7.2 The contractor shall keep the principal employer i.e. PGVCL indemnified in case any action is taken against the PGVCL by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations, or notifications including amendments.

7.3 If the PGVCL is caused to pay under any law as Principal employer such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/Byelaws/Acts/Rules/Regulations including amendments, if any, on the part of the contractor, the PGVCL shall have the right to deduct any money due to the contractor under this contract or any other contract with the PGVCL including his amount of Security Deposit for adjusting the aforesaid payment. The PGVCL shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the PGVCL.

7.4 Salient features of some major laws applicable to establishments engaged.

- a) Workmen compensation Act'1923.
- b) Payment of Gratuity Act'1972.
- c) Employee P.F. and Miscellaneous Provision Act'1952.
- d) Maternity Benefit Act'1951.

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 57 of 80

- e) Contract Labour (Regulation & Abolition) Act'1970.
- f) Minimum Wages Act'1948.
- g) Payment of Wages Act'1936.
- h) Equal Remuneration Act'1979.
- i) Payment of Bonds Act'1965.
- j) Industrial Dispute Act'1947.
- k) Industrial Employment (Standing Orders) Act'1946.
- l) Trade Unions Act'1926.
- m) Child Labour (Prohibition & Regulation) Act'1986.
- n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) act'1979.
- o) The Building & other Construction Workers (Regulation of Employment and Conditions of Service) Act'1996 and the Cess Act of 1996.
- p) Factories Act'1948.

A. PROVIDENT FUND AND FAMILY PENSION SCHEME

The Contractor shall submit along with his bills (month wise) a Statement regarding deduction against employees Provident Fund and Family Pension Scheme in respect of each concerned employee. The contractor's contribution and the workers' contribution towards Provident Fund and Family Pension Scheme shall be done at the rate made applicable by the Government from time to time and deposited by the contractor with Regional Provident Fund Commissioner, Rajkot.

B. DEPOSIT LINKED INSURANCE SCHEME

The contractor shall have to deposit 1.2% of the wages in respect of employees who are members of the Provident Fund as the contribution to the Deposit Linked Insurance Scheme with Regional Provident Fund Commissioner, Rajkot.

C. ADMINISTRATIVE CHARGES

Administrative charges for maintaining Provident Fund Account shall be deposited by the Contractor with Regional Provident Fund Commissioner, Rajkot at the rates applicable.

D. PAID LEAVE FACILITY

Paid Leave Facility at the rate of one day for every twenty days worked by the Contract Labour shall be provided by the Contractor to his, workers. He shall maintain Leave Records, Leave Cards for individual labourer which shall be duly verified, approved and certified by the Authorized Officer of the PGVCL.

Signature of Bidder

Company's Round Seal

Date

Place

However, the salary / rewards paid for such leave(s) / holiday(s) shall be borne by the agency and PGVCL is not at all responsible for the same and such issues.

E. EMPLOYEE'S COMPENSATION ACT AND EMPLOYER'S LIABILITY INSURANCE

E.1 The Contractor shall cover all his employees under workmen's compensation act and under its liability insurance. The PGVCL shall not be responsible for any payments of compensation to the workers / supervisor of the contractor for fatal or non-fatal accidents during the tendency of the contract.

E.2 It will be the responsibility of the contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect in pursuance of the contract.

E.3 The contractor shall employ adequate number of qualified and experienced staff at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible. The list of names of such persons with their qualification and experience should be furnished with the tender.

8. CONTRACTOR TO INDEMNIFY THE PGVCL

The Contractor shall indemnify the PGVCL and every officer and employees of the PGVCL including, Engineer-in-charge and his staff against all actions, proceedings, claims, demands, cost and expenses whatever, arising out of or in connection with the matters referred herein above and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the PGVCL or Government for or in respect of performance of its obligation under the contract documents. The PGVCL shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor and the contractor shall indemnify and keep indemnified the PGVCL against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

9. WORKSMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance shall be affected for all the Contractor's employees engaged in the performance of this contract.

10. WAGES TO BE PAID & TIME OF PAYMENT ETC. BY THE CONTRACTOR

The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the minimum wages act. The wages of every Contract Labour employed by him under this contract shall also be paid by him before the expiry of 7th day from the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month).

Any default will result in cancellation of contract forthwith or else the Contractor shall be punishable to the extent of Rs. 100/- for each day of default.

The Contractor shall give his Addresses, Telephone Number and etc. to the PGVCL, so that, in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office within working area and the

Signature of Bidder

Company's Round Seal

Date

Place

contractor keep himself present throughout the working hours.

The separate P.F. code issued from RPFC is required to be taken by the contractor and if it is not taken, offer of the firm will not be considered. The attested documentary evidence to be submitted along with the offer

The contractors who are having separate P.F. Code No. from RPFC, it should be ensured that all the contract labourers are covered under the provident fund scheme and employees' pension scheme and their contributions are remitted regularly to the concerned RPFC. The photo copies of the chalan in this regard should be collected from the concerned contractor and kept in the file of the concern contractor.

11. **WORK & SAFETY REGULATIONS:**

11.1 The contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the PGVCL or to others, working at the site. The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the engineer, as he may deem necessary.

11.2 All equipment used in construction and erection by contractor shall meet Indian/International standards and where such standards do not exist, the contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the contractor in accordance with manufacturer's operation manual and safety instructions and as per guidelines/rules of the PGVCL in this regard.

11.3 The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the engineer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

11.4 The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the PGVCL or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by the PGVCL to handle such fuses, wiring or electrical equipment.

11.5 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the engineer and a permit to work shall be issued by the engineer before any repair work is carried out by the contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the contractor to electricians/workmen/officers.

11.6 In case any accident occurs during the construction/erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to the engineer in prescribed form and also to all the authorities envisaged under the applicable laws.

Signature of Bidder

Company's Round Seal

Date

Place

11.7 It is mandatory for the contractor to observe during the execution of the works, requirements of safety rules.

11.8 The contractor shall follow and comply with the employer's safety rules relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and employer's safety rules referred above, the latter shall be binding on the contractor unless the statutory provisions are more stringent.

11.9 If the contractor fails in providing safe working environment as per employer's safety rules or continues the work even after being instructed to stop work by the engineer as provided in clause 31.18 above, the contractor shall promptly pay to the PGVCL, on demand by the employer, compensation at the rate of Rs.5000/- per day of part thereof till the instructions are complied with and so certified by the engineer. However, in case of accident taking place, causing injury to any individual, the provisions contained in clause 31.23 shall also apply in addition to compensation mentioned in this clause.

11.10 If the contractor does not take all safety precautions and/or fails to comply with the safety rules as prescribed by the PGVCL or under the applicable law for the safety of the equipment and plant and for the safety or personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors or PGVCL's employees of any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation to the PGVCL as per the following schedule.

12. Defence of Suits

If any action in court is brought against the PGVCL or the Engineer or an officer or agent of the PGVCL for the failure, omission or neglect on the part of the contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents or representatives' workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the PGVCL or the Engineer and/or his representatives harmless from all losses, damages, expenses or decrees arising out of such action.

The PGVCL shall have full power and right at his discretion to defend or compromise any suit or pay claim or demand brought or made against him as aforesaid whether pending or threatened, as he may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including the amount of damages and compensation and all legal cost, charges and expenses in connection

Signature of Bidder

Company's Round Seal

Date

Place

with any compromise or awards which shall not be called into question by the Contractor and shall be final and binding upon him.

13. **SECRECY**

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of PGVCL and shall not be used for any other purpose, except for the execution of the contract. All rights related to the technical specifications, drawings and records are reserved by PGVCL only and no part or partial should be reproduced, copied or alter without prior permission to the PGVCL in writing. In the event of the breach of this provision, PGVCL can claim the damages caused by such events.

14. **Termination of Contract for Failure to Become Effective**

1. If this Contract has not become effective within seven (7) days of the date hereof, either Party may, by not less than two weeks (2) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2. Termination for Default

(a) The Purchaser may, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the CCC Agency terminate the Contract in whole or in part:

(i) if the CCC Agency fails to provide acceptable quality of Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC ; or

(ii) if the CCC Agency, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices, as defined in GCC , in competing for or in executing the Contract; or

(iii) Any representation made by the bidder in the proposal is found to be false or misleading

(iv) if the CCC Agency commits any breach of the Contract and fails to remedy or rectify the same within the period of two weeks (or such longer period as the Purchaser in its absolute discretion decide) provided in a notice in this behalf from the Purchaser.

(v) If the CCC Agency fail to comply with any final decision reached as a result of arbitration proceedings pursuant to SCC.

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 62 of 80

(vi) If, as the result of Force Majeure, the CCC Agency is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

(vii) If the CCC agency has been De-empanelled by the Nodal agency due to misconduct etc.

(b) In the event the Utility terminates the Contract in whole or in part, pursuant to GCC Clause36, the Utility may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or not performed, and the CCC Agency shall be liable to the Utility for any additional costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

3. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the CCC Agency if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the CCC Agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

4. Termination for Convenience

The Purchaser, by Notice sent to the CCC Agency, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the CCC Agency under the Contract is terminated, and the date upon which such termination becomes effective.

5. Consequences of Termination

Upon Termination of the Contract, the CCC Agency shall:

(a) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to the Chief Engineer (Project) or equivalent authority of PGVCL ("Exit Plan").

(b) The Chief Engineer (Project) or equivalent authority and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, CCC Agency shall prepare alternate plan within two calendar days. If the second plan is also rejected, Chief Engineer (Project) or equivalent authority will provide a plan for Supplier and it should be adhered by in totality.

(c) The Exit Plan should cover at least the following:-

(i) Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all leased equipment; (ii) Handover all developed codes, related documentation and other Configurable Items, if any in his possession;

(iii) Handover the list of all CCC Assets, passwords at all locations to the Purchaser.

Signature of Bidder

Company's Round Seal

Date

Place

(d) The supplier and Chief Engineer (Project) or equivalent authority will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 64 of 80

Section -VIII: Contract Forms

- 1 Agreement**
- 2 Security Deposit**

Enclosed at Appendix

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 65 of 80

SECTION-IX: Bidder Response Forms

Form No F-1: RFP Submission Sheet

From: <Bidder>

To: Paschim Gujarat Vij Co. Ltd.
Corporate & Registered Office,
Off Nana Mava Main Road,
Laxminagar,
Rajkot - 360004

Sir,

Appointment for CCC Agency, reference number PGVCL/PGVCL/R-APDRP/CCC-A/62

I/we _____ Agency / Services Firm herewith enclose RFP for appointment of my/our firm as agency for _____. I/We hereby accept and abide by the scope & terms and conditions of RFP document unconditionally.

I/we undertake to open office in the area of the contract awarding utility (Rajkot).

Yours faithfully,

Signature : _____
Full Name : _____
Address : _____

Form No F-2: Certificate as to Corporate Principal

CERTIFICATE AS TO CORPORATE PRINCIPAL

(To be signed by any of Board Directors or Co.Secry)

I _____ certify that I am _____ of the Company under the laws of _____ and that _____ who signed the above tender is authorized to bind the Company / Firm by authority of its governing body.

Signature : _____

Seal:

Full Name : _____

Address : _____

Form No F-3a: Project Experience

Kindly provide relevant Project Experience of the relevant past experience in either:

- With utility (Power/Gas/Water/Telecom sectors) company or infrastructure (rail/road/port/airport) company in providing IT consulting (Strategy, Advisory, Efficiency Improvements, Implementation, Program Management) Engagements, in the last three financial years; or

Provide Summary of assignment focusing on the following areas:

- Sector of the Client’s Business in which assignment was awarded
- Value and Year of award/ completion of assignments.
- Role of the Firm in assignment
- Applications / Modules worked on by the Firm

| Sl. No. | Assignment | Year | | Value of Assignment | Role of Firm | Client & Business | Submitted to PFC (Y/N) |
|---------|------------|---------|------------|---------------------|--------------|-------------------|------------------------|
| | | Awarded | Completion | | | | |
| | | | | | | | |

Please provide proof of completed assignments.

Signature : _____

Seal:

Full Name : _____

Address : _____

Form No F-3b: Performance Certificate

Kindly provide Client Performance Certificates for the completed projects provided for Form No F-3a stating the role, value, Year of award/ completion and broad scope of work of the engaged firm and the client's satisfaction level.

Or Copy of LoA/ Work Order along with proof of release of final payment

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 69 of 80

Form No F -4: Company Information

Kindly provide the following details for the Firm and Consortium Members:

1 Name of the Firm: _____

2 Individual and Cumulative Turnover in the any Last three audited financial years (in INR):

| Firm/ Consortium | Year 2011-12 | Year 2012-13 | Year 2013-14 | Total |
|-------------------------|---------------------|---------------------|---------------------|-----------------|
| Lead | <Amount in INR> | <Amount in INR> | <Amount in INR> | <Amount in INR> |
| Member-1 | | | | |
| Member-2 | | | | |

(Please provide Published Annual Account for Balance Sheet and Profit and Loss statements as Proof)

Signature : _____

Seal:

Full Name : _____

Address : _____

Form No F-5: CVs

The format for submission of CVs is the following:

1. Name: _____
2. Profession / Present Designation: _____
3. Years with firm: _____ Nationality: _____
4. Area of Specialisation: _____
5. Proposed Position on Team: _____
6. Key Qualification/Experience: _____

(Under this heading give outline of staff members experience and training most pertinent to assigned work on proposed team. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to half-a-page.)

7. Education:

(Under this heading, summarise college/ university and other specialised education of staff member, giving names of colleges, dates and degrees obtained. Use up to quarter page.)

8. Experience:

(Under this heading, list of positions held by staff member since graduation, giving dates, names of employing organisation, title of positions held and location of assignments. For experience in last ten years also give types of activities performed and Owner references, where appropriate. Use upto three quarters of a page.

9. Language:

(Indicate proficiency in speaking, reading and writing of each language by 'excellent', 'good' or 'poor').

1. Gujarati:
2. Hindi:
3. English:

Signature : _____ **Full Name :** _____
Address : _____ **Date :** _____

Kindly ensure that the relevant work experience and its applicability to the present assignment are clearly articulated. The CVs should be in 'Times New Roman' with 'font size 11' and should not be longer than 4 type-written pages.

Signature : _____

Seal:

Full Name : _____

Address : _____

Form No F-6: Approach and Methodology

Approach and Methodology

Please provide details of methodology to be followed for successful implementation of the project. Please provide the details of the following:

- a. UNDERSTANDING OF THE UTILITY AND ITS REQUIREMENTS (Also provide Prior interaction with Utility, if any)
- b. DETAILS OF METHODOLOGY
- c. PROJECT MANAGEMENT OFFICE STRUCTURE
- d. RESOURCE PLANNING AND ESTIMATION
- e. RISK MANAGEMENT*

*Kindly provide a detailed list of all risks envisaged during the execution of the assignment and specify how the firm/consortium plans to mitigate each of them. Please also indicate the seriousness of each risk envisaged on a scale of 1 to 5 with 1 being 'Not Serious' and 5 being 'Very Serious'.

Signature : _____

Seal:

Full Name : _____

Address : _____

Form No F-7: Deviations/No Deviations Confirmation, Comments & Suggestions

DEVIATIONS/COMMENTS/ SUGGESTIONS OF CONSULTANT

On the Scope of Work, or any related area:

- 1.
- 2.
- 3.
- 4.

(In case of no deviations, a statement to that effect must be given)

Signature: _____

Seal

Full Name: _____

Address: _____

Form No P-1: Cost of Services Not to be submitted physically.

Bidder should quote the net cost of services provided by him for the CCC in online bidding only. Any incidental or other expenses towards their services for CCC shall be borne by the Bidder.

Note:-

- 1) The Bidders shall quote total price for services inclusive of all taxes and duties
The Owner will not be required to pay and/or reimburse anything over and above the price quoted.
- 2) The prices shall remain FIRM till completion of the Assignment.
- 3) Payment of services shall be made on the basis of cost quoted on monthly basis.
- 4) If the bidder shall quotes rates less than minimum wages act, then offer of the bidder will be out rightly rejected without any correspondence.

AS per Labour commissioner Gandhinagar letter NO:श्र.आ.५/१/२०१५/८१७ थी १०२० तारीख १८.०५.२०१५ ,Sample calculation for present Minimum wages rate is as under.

| Sr. no. | Particular | Zone-1 |
|---------|--|----------------------|
| | | CCC Agents-(Skilled) |
| | Basic (per day) (in Rs) GoG Notification dt.26.12.2014 | 293.00 |
| | Special Allowance (for the period of 01.04.2017 to 30.09.2017) GoG letter no.416 to 489 dtd.31.03.2017 | 29.60 |
| 1 | Minimum Wages | 322.60 |
| 2 | PF (13.36 including Admin.Charges 1.36 %) | 43.10 |
| 3 | ESIC/Emp.com.provision (4.75 %) | 15.32 |
| 4 | Bonus (8.33 %) | 26.87 |
| 5 | Per day wages (1+2+3+4) | 407.90 |
| 6 | Monthly wages (30 days) | 12236.86 |

Signature of Bidder

Company's Round Seal

Date

Place

Tender evaluation will be done on the basis of Total Rate quoted by bidder on end cost (i.e including Service charge & GST)

Signature : _____

Seal:

Full Name : _____

Address : _____

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 76 of 80

Appendix-1: AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____, between _____ of _____ (hereinafter called "PGVCL"), of the one part, and _____ of _____ (hereinafter called "THE Agency"), of the other part:

AND WHEREAS the Purchaser invited bids for Related Services, viz., _____ and has accepted a Bid by the agency for the supply of those Related Services in the sum of _____ (hereinafter Called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - I. the Detailed award of contract;
 - II. the Service level agreement;
 - III. the Special Conditions of Contract;
 - IV. the General Conditions of Contract;
 - V. the Schedule of Supply;
 - VI. Instructions to Bidders
 - VII. the Purchaser's Notification to the Supplier for Award of Contract;
 - VIII. Vendor's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - IX. Section VIII - Contract Forms
 - X. Acceptance of purchaser's notification

In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the agency as indicated in this Agreement, the agency hereby covenants with the Purchaser to provide the Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the agency in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Signature of Bidder

Company's Round Seal

Date

Place

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (Authorized PGVCL official)

Signed by _____ (for the Supplier)

Appendix -2: Bank Guarantee against Security Deposit

Date:

Contract Name and No. :

To:

WHEREAS _____ (hereinafter called "the Agency") has undertaken, pursuant to Contract No. _____ dated _____, _____ to _____ supply _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the agency shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the agency performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter called the "the Guarantor"), have agreed to give the Consultant a security:

THEREFORE WE _____ hereby affirm that we are the Guarantors and are responsible to you, on behalf of the Consultant, up to a total of RUPEES _____ and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, without cavil or argument, DEMUR OR PROTEST any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____, _____.

Name

In the capacity of

Signed

Duly authorized to sign the security for and on behalf of

Date :

Signature of Bidder

Company's Round Seal

Date

Place

PRICE – SCHEDULE - B

(Note: - Price bid shall be submitted ONLINE only not in Physical form)

| Sr No | Particular | Amount in Rs. |
|-------|---|---------------|
| 1 | Cost per Agent per Month (Without Goods & Service Tax -GST) | |
| 2 | Cost per Agent per Month (With Goods & Service Tax-GST) | |

Signature of Bidder

Company's Round Seal

Date

Place

PGVCL

RFP No.PGVCL/PROJECT/R-APDRP/CCC-A/62

Page 80 of 80